

REMARKS

Claims 1-8 are pending. Claims 1, 2 and 8 stand allowed. The Office Action rejects claim 3 and objects to claims 4-7 as being dependent on claim 3. Claims 4 and 5 have been rewritten to be in independent form while changing “the step of operating the ...” into “the operating of the ...” in several places.

Attached hereto is a Request for Continuing Examination and an Information Disclosure Statement citing several references. Examination in light of these references is earnestly solicited.

The Office Action rejects claim 3 under 35 USC §102(e) as being anticipated by U.S. Patent No. 6,891,568 to Glenn. This rejection is respectfully traversed.

Glenn ‘568 does not disclose a method where:

the first time interval overlaps the second time interval;

the third time interval includes no overlapping time with the first time interval; and

the third time interval includes no overlapping time with the second time interval

as specified in claim 3.

On page 2, the Office Action takes the position that column 4, lines 37-43 of Glenn ‘568 inherently discloses “the first sensor integrates the light received over a [first] time interval that includes rotating the reflective sections (663, 664) into the light path.” As discussed below, the Office Action also requires that the first time interval be regarded as including the time when the transmission section (661) is in the light path in order to meet the limitation of claim 3 (see discussion below). Then, on pages 2-3, the Office Action takes the position that column 4, lines 37-43 of Glenn ‘568 inherently discloses “the second sensor integrates the light received over a [second] time interval that [sic.] includes rotating the reflective section (661)” into the light path. On lines 17-18 of page 3, the Office Action asserts that “the second time interval occurs in the middle of the first time interval.” The Office Action argues that the first time interval spans the time when the reflective sections (663, 664) and the transmission section (661) are in the light path, and then further argues

that the second time interval overlaps the first time interval when the transmission sector (661) is in the light path.

The Office Action also inconsistently argues that the third time interval DOES NOT span the time when the reflective sections (663, 664) and the opaque section (662) are in the light path, but instead and inconsistently, argues that the third time interval covers only the time when the opaque section (662) is in the light path, and then further argues that the third time interval DOES NOT overlap the first time interval when the opaque sector (662) is in the light path.

Glenn '568 does not disclose that the first time interval includes the time when the transmission section (661) is in the light path. Accordingly, "the first time interval [cannot be regarded to] overlap[s] the second time interval" as specified in claim 3. Anticipation under 35 U.S.C. §102 is a strict standard. "A claim is anticipated only if each and every element as set forth in the claims is found, either expressly or inherently described, in a single prior art reference." Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Withdrawal of the rejection is respectfully requested.

Even if, *arguendo*, the first time interval were to be artificially construed to include the time when the transmission section (661) is in the light path (ordinarily referred to as the second time interval), Glenn '568 still would not anticipate claim 3. Consistency of interpretation of claim terms would require that the first time interval include (i.e., overlap) the time when the opaque sector (662) is in the light path. Claim 3 specifies that the method includes "scanning the first and second sensors to readout the respective first and second charges during a third time interval," and that "the third time interval includes no overlapping time with the first time interval." The Office Action asserts that "the step of scanning includes transferring ... while a first opaque sector [662] ... prevents the first and second image light from impinging on at least one of the first and second sensors," that is to say, while the first opaque sector [662] defines the third time interval. But, claim 3 specifies that "the third time interval includes no overlapping time with the first time interval" and that "the third time interval includes no overlapping time with the second time interval."

The Office Action argues two inconsistent interpretations of the Glenn '568 disclosure, neither of which is disclosed in the Glenn patent. On the one hand, the Office Action argues that the time while transmission sector 661 is in the light path is included as part of the first time interval in order meet an overlap requirement of claim 3. On the other

hand, the Office Action argues that the time while opaque sector 662 is in the light path is excluded from being part of the first time interval in order meet a non-overlap requirement of claim 3. The inclusion or exclusion of time intervals is arbitrary and unsupported by the Glenn patent. Glenn '568 discloses only that sectors 661 and 662 oppose one another and that sectors 663 and 664 oppose one another. Reading more into the interpretation of first, second and third time intervals amounts to inconsistent definitions artificially imposed by the Office Action. The actual disclosure of Glenn '568 does not disclose the same invention as specified in claim 3. "The identical invention must be shown in as complete detail as is contained in the ... claim." Richardson v. Suzuki Motor Co., 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Withdrawal of the rejection of claim 3 is respectfully requested.

In view of the above amendments and remarks, the application is respectfully believed to be in condition for allowance. Prompt reconsideration and allowance are courteously requested. If the examiner believes that any further action is needed for allowance, the examiner is invited to telephone the undersigned applicant representative at the number indicated below.

The Commissioner is hereby authorized to charge any fees associated with this response or credit any overpayment to Deposit Account No. 13-3402.

Respectfully submitted,



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